

# **EXHIBIT 3-22**

## SUPERSEDING RETAINER AGREEMENT

THIS RETAINER AGREEMENT, dated November 1, 2016 ("Superseding Agreement"), amends, replaces, and supersedes entirely the retainer agreement dated March 1, 2012 ("the Prior Agreement") engaging and authorizing Lenczner Slaght LLP ("the Firm") with respect to the prosecution of the Canadian enforcement action on the judgment of the Ecuadorian Courts in the environmental damages action of *Maria Aguinda v. Chevron Corporation*.

The Ecuadorian Court, in its decision of February 14, 2011, required the individual plaintiffs to the *Aguinda* case (a "representative action" under Ecuadorian law) to establish a commercial trust to administer the monies to be received from Chevron Corporation; to assign the extent of their individual interests to said trust; and to establish the *Frente de Defensa de la Amazonia* ("the FDA") as the beneficiary of the trust. In addition, the Ecuadorian Court ordered that an amount equivalent to 10% of the US \$8.51 billion environmental damages award adjudged against Chevron be paid directly to the FDA, in its own right, under the incentive award provision of Ecuador's Environmental Management Act. The individual plaintiffs and the FDA established a trust in compliance with the Ecuadorian Court's requirements on March 1, 2012, in Quito, Ecuador ("Fideicomiso Mercantil de Administración de Flujos ADAT") ("the Trust").

Both the FDA, through its President, Mr. Carlos Guaman Gaibor, and the Trust, through the President of its Administrative Board, Mr. Ernel Gabriel Chavez Parra, hereby execute this Superseding Agreement. The undersigned hereby instruct Lenczner Slaght to continue to prosecute the action for recognition and enforcement of the *Aguinda* judgment in Canada, to seize Chevron (and subsidiary) assets in Canada as necessary, and to continue to follow


instructions and consult with the FDA and the Trust and their designated agents and representatives. Fees for the Firm's services shall continue to be as set forth in joint Exhibit B to the Prior Agreement and this Superseding Agreement.

For the avoidance of doubt, the undersigned hereby instruct Lenczner Slaght to act only upon their instructions and to no longer act upon the instructions of Pablo Fajardo or any others not acting pursuant to express authority from the FDA or the Trust.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date stated.

DATED: November 1, 2016


FOR THE FDA:

  
Sr. Carlos Guamán G.  
President

FOR THE TRUST:

  
Ernel Gabriel Chávez Parra  
President of the Administrative Board

FOR THE FIRM:

  
Alan Lenczner  
Partner